

Texas Room Rental Agreement

This Room Rental Agreement ("the Agreement") is dated _____, and is between _____ (the "Landlord") and _____ (the "Tenant") for the rental of a room in the property located at _____, _____, _____, _____ ("the Property")

The Landlord and Tenant (collectively known as the "Parties") agree as follows:

Term of the Agreement

This is a month-to-month basis Agreement starting from _____ and shall remain in effect until _____. ("Lease Term")

Either Party may cancel or change terms of this Agreement upon _____ days written notice ("Notice Period"). The Notice Period may be lengthened or shortened by mutual written agreement, but no less than _____ days.

Rent

The Tenant shall pay to the Landlord _____ \$ as rent payment ("Rent") on the _____ day of the month, via _____.

Utilities

The Rent does not include does include utilities. If it does not, utility bills shall be apportioned as follows:

Gas/Electricity: Tenant pays _____ % of the monthly bill.

Water: Tenant pays _____ % of the monthly bill.

Garbage: Tenant pays _____ % of the monthly bill.

Internet: Tenant pays _____ % of the monthly bill.

Other: _____ Tenant pays _____ % of the monthly bill.

Security Deposit

The Tenant shall pay a 1-month rent equivalent amount to the Landlord as security deposit (the "Deposit") which equals to _____ upon execution of this Agreement.

Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the tenant's noncompliance with the terms of this Texas Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property.

Rent Increases

There will be no rent increases through the Ending Date of this Agreement. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the _____ day after the notice is provided.

Use of Property

The Property shall be used and occupied solely by Tenant and Tenant's immediate family, exclusively, as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling.

Household Rules

Cleaning

Kitchen Use

Smoking

Alcohol/Drug Use

Studying/Quiet Hours

Music/TV

Pets

Kitchen Use

Use of Appliances

Use of Common Areas

Use of Telephone

Bedroom Assignment

Other

Damage to Property

The Tenant is responsible for any damage by the Tenant or visitors due to improper or excessive use of the property such as walls, toilet and sink, doors, windows, mirrors or light fixtures, burns, stains, carpet damage, including damage caused by pets, among others.

In such case, the Landlord shall invoice the tenant and/or make deductions from the Deposit for the cost of the damage.

The Tenant shall pay the invoice promptly or replenish the deducted amount from the Deposit.

Furniture

The Property shall have the following furniture and fixtures available for Tenant's use:

The Tenant shall be responsible in maintaining the furnishings in the best possible condition as how it was provided. However, the Landlord likewise understands that the said furnishings provided shall go through the normal wear and tear to the continued use of the said furnishings.

Property Improvements

The Tenant shall require prior written consent from the Landlord that might affect the Landlord's original setup, arrangement, configuration, format, or layout before proceeding on the improvements intended or planned by the Tenant.

Miscellaneous

- **Severability:** Should there be conflict between any provision of this Lease Agreement and the applicable laws of the State of Texas (the "Law"), the provision shall be held invalid and the remaining provisions in compliance with the Law shall prevail.
- **Incorporated by Act:** Should the Law require certain provisions to which, however, are not found in this Agreement, the missing provisions are deemed incorporated into this Agreement.
- **Assignment:** The Tenant may not assign this Agreement to any third party. Neither the Tenant shall sublet any part of the Property nor grant any concession or license to use any part of the Property upon the enforcement of this Agreement.
- **Modifications:** Should the parties agree to any amendment or modification of this Lease Agreement, the said amendment or modification shall be made in writing and signed by the Parties, or their authorized representative.
- **Non-Waiver:** The failure of the Landlord to insist upon the strict compliance of the performance of any of the terms, conditions, and covenants hereof shall not be deemed as relinquishment or waiver of any rights or remedy that the Landlord may have, nor shall it be construed as waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained. No waiver shall have been deemed waived by the parties unless expressed in writing and duly signed by the waiving party.

- **Entire Agreement:** Except as provided in this Lease Agreement, all herein constitutes the consented and agreed covenants and provisions by the parties. Any prior understanding or representation not set forth herein shall not bind either of the Parties.
- **Counterparts:** Parties may execute this Agreement in two or more counterparts, each of which constitutes a separate document but all of which together shall constitute one and the same agreement.

The Parties herein agree and sign this Agreement on _____.

Tenant

Landlord

Asbestos Disclosure

The Landlord CERTIFIES THAT:

The subject Room Rental Agreement dated _____, between _____ (the "Landlord") and _____ (the "Tenant"), is located at _____, Texas _____, (hereinafter referred to as the "Property");

- The Landlord has made thorough inspections and affirms that there is no asbestos on or about the Property.
- The Landlord has no records or reports of complaints or concerns with respect to evidence of asbestos within or around the Property.

The Tenant likewise ACKNOWLEDGES receipt of the information contained herein by the Landlord's Disclosure including any reports and records.

Signed on: _____

Landlord

Tenant

Lead Paint Disclosure

The Landlord CERTIFIES THAT:

The subject room lease agreement dated _____, between _____ (the "Landlord") and _____ (the "Tenant"), is located at _____, _____, Texas _____, (hereinafter referred to as the "Property");

- The Landlord is not aware of any lead-based paint nor lead-based paint hazards on or about the Property.
- The Landlord has no records or report concerns or complaints relating to lead-based paint or lead-based paint hazards on or about the Property.

The Tenant ACKNOWLEDGES the following:

- The receipt of the information contained herein by the Landlord's Disclosure including any reports and records.
- The receipt of the pamphlet *Protect Your Family from Lead in Your Home* (EPA-747-K-99-001) or an equivalent pamphlet that has been approved for use in the state by the Environmental Protection Agency.

Signed on: _____

Landlord

Tenant

*The pamphlet *Protect Your Family from Lead in Your Home*. can be ordered in hard copy or can be printed from the website <http://www2.epa.gov/lead/protect-your-family-lead-your-home>.*



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